



**REQUEST FOR PROPOSAL  
RFP #2021-06**

**Universal Design Training**

**Posted Date: Wednesday, May 5<sup>th</sup>, 2021  
Due Date: Thursday, May 20<sup>th</sup> @ 1:30 p.m.**

Please be advised that all Proposers should register online <http://www.demandstar.com/app/wapp/registration> to receive future solicitation notices from the Wisconsin Technical Colleges Purchasing Consortium and its member colleges. For more information, please see the Section titled: "Bid Distribution Networks" in this document.

# REQUEST FOR PROPOSAL

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for

**Southwest Wisconsin Technical College**

**Universal Design Training**

**RFP #2021-06**

**Proposal due date: Thursday, May 20<sup>th</sup>, 2021.**

Southwest Tech, 1800 Bronson Boulevard, Fennimore, Wisconsin will be accepting sealed proposals via email only on or before 1:30 p.m. CST on Thursday, May 20<sup>th</sup>, 2021 for Universal Design Training.

Specifications will be available on Wednesday, May 5<sup>th</sup>, 2021:

- [www.DemandStar.com](http://www.DemandStar.com)
- On the College website: <http://www.swtc.edu> under the "About" tab, Current Bids/RFPs

Chris J. Prange  
Secretary of the Southwest Wisconsin Technical  
College District Board

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# Introduction

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## College Overview

**Southwest Wisconsin Technical College (Southwest Tech) (College)** is a municipal corporation of the State of Wisconsin primarily engaged in post-secondary and adult education.

Southwest Tech is located in southwest Wisconsin that encompasses a geographical region of 3,800 square miles (80 miles east to west and 100 miles north to south). The district includes most of Crawford, Grant, Iowa, Lafayette, and Richland counties and part of Dane, Green, Sauk, and Vernon counties. Thirty public K-12 school districts comprise the Southwest Tech. In 2018, the College served 7,679 students which computes to 1,354 full-time equivalents (FTEs). Additional information on Southwest Tech can be found on the College website at <https://www.swtc.edu/>.

## Vision Statement

Southwest Tech will be a preferred provider of education, source of talent, and place of employment in the region. We at the College change lives by providing opportunities for success.

## Mission Statement

Southwest Tech provides education and training opportunities responsive to students, employers, and communities.

## College Purposes

- Provide apprenticeship, certificate, technical diploma, and associate degree programs that respond to District workforce needs and prepare students for family-sustaining jobs and career advancement.
- Provide customized training, retraining, and technical assistance to businesses and other organizations.
- Collaborate with schools to provide K-12 students opportunities to explore college and career options as well as to enhance their preparation for postsecondary education.
- Provide career pathways and transfer opportunities that enable graduates to continue their education.
- Provide continuing education opportunities to enhance the occupational knowledge and skills of District workers and residents.
- Provide Adult Basic Education, GED/HSED, bridge, and other programs that help unskilled or low-skilled individuals prepare for work, postsecondary education, or career advancement.

## College Values

- **Learning.** We make high-quality, affordable education accessible to our diverse population. We help students develop the knowledge, skills, and attitudes needed for workforce success.
- **Integrity.** We promote a cohesive culture that is based on professionalism, fairness, trust, and respect. We work as a team to maintain a healthy environment of open communication, transparency, and dedication to the mission of Southwest Tech.
- **Accountability.** We hold ourselves and our teams responsible for achieving academic and fiscal College goals as established by the District Board.
- **Partnerships.** We work together to set and attain goals that support our strategic directions. We collaborate internally with students and staff and externally with businesses, donors, alumni, retirees, and the community to identify needs and provide services that impact lives.
- **Innovation.** We foster creativity and student success while exceeding industry needs. We leverage our rural perspective and progressive entrepreneurial spirit by utilizing emerging technologies that incorporate trend-setting techniques and strategies.
- **Continuous Improvement.** We attract forward-thinking team members. We support and promote their personal and professional development in order to produce high-quality, relevant programs and services, essential to our growth and sustainability as a college.

## Nondiscrimination/Affirmative Action

Southwest Tech does not discriminate on the basis of race, color, national origin, sex, disability or age in employment, admissions or its programs or activities. Southwest Tech offers degrees, diplomas, apprenticeships and certificates in agribusiness, business, graphics, home economics, industrial, and health. Admissions criteria vary by program and are available by calling our Admissions Office at [608.822.2354](tel:608.822.2354). The following person has been designated to coordinate Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973 and to handle inquiries regarding the College's nondiscrimination policies: Equal Opportunity Officer, Southwest Wisconsin Technical College, 1800 Bronson Boulevard, Fennimore, WI, 53809. Call [608.822.2315](tel:608.822.2315) / 608.822.2072 (TTY).

## Definitions

### Definition of College or Southwest Tech

The term “College” or “Southwest Tech” as used throughout this document shall mean Southwest Wisconsin Technical College.

### Definition of supplier, vendor, proposer, offeror, applicant, agency, contractor, lessor and bidder

Although supplier, vendor, bidder, offeror, applicant, agency, contractor, lessor and proposer may have separate meanings, for this RFP they’re used interchangeably to represent any individual or entity seeking to or already doing business with Southwest Tech who, based on an assessment of that individual or entities has financial, technical, and/or business capability, is qualified to fulfill the requirements.

# Overview of RFP #2021-06

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## Purpose

The purpose of this request is to obtain an online customizable professional development suite of training materials for Southwest Tech staff and faculty centered on Universal Design with an emphasis in neurodiversity, social justice, how we learn and learning differences, barriers to learning, executive functioning, and applying universal design principles to higher education tailored to the specific needs of Southwest Tech. This will be achieved partially through a case study approach and incorporation of Southwest Tech specific scenarios.

## Scope

The scope of this project will be to provide online universal design training as described above, delivered to approximately 25 Southwest Tech staff and faculty with both synchronous and asynchronous components. Desired time commitment for staff and faculty would be approximately four weeks with six to eight hours of time to complete content each week. Additional consideration will be given to organizations who can provide the option of follow up, individualized consulting sessions to participating staff and faculty.

## Objectives

- Online customizable professional development suite of training materials
- Emphasis in neurodiversity, social justice, how we learn and learning differences, barriers to learning, executive functioning, engaging a diverse range of students, integrating technology and applying universal design principles to higher education
- Ability to deliver to approximately 25 staff and faculty
- Time commitment of approximately 32 hours over a semester
- Includes both synchronous and asynchronous components
- Tailored to the specific needs of a technical college
- Includes case study components
- Ease of practical application into staff and faculty areas
- Option of individualized one to one follow up consulting sessions to participating staff and faculty

## Response Requirements and Timeline

### Due Date and Public Opening

The Universal Design Training responses are **due by 1:30 p.m. CST on Thursday, May 20<sup>th</sup>, 2021**. A public opening of the proposals will be held at 1:30 p.m. CST via [Zoom](#):

Meeting ID: 912 7337 3115  
Password: 894608

Proposals and all associated documentation shall be submitted using Electronic Bidding (e-bidding) in DemandStar. For instructions, please refer to Appendix A that has been uploaded into DemandStar. It is the responsibility of the Proposer to ensure that the proposal was submitted in full, complete, and on time. If you have questions, please email [rfp2021-06-swtc.edu](mailto:rfp2021-06-swtc.edu).

**Late proposals will not be accepted.**

**Proposal submissions are to be submitted through  
DemandStar.**



## Response Timeline

The College has established the following timeline in relation to the Universal Design Training RFP. Please note that dates are subject to change. Vendors will be notified via email of any changes in the timeframe.

<b>TIMELINE ACTIVITIES</b>	<b>DATE</b>
RFP #2021-06 released	May 5 <sup>th</sup> , 2021
Submission date for questions related to the RFP <a href="#">*RFP# 2021-06 UD Vendor Questions Form</a>	May 12 <sup>th</sup> , 2021
Response to questions related to the RFP	May 14 <sup>th</sup> , 2021
Deadline for receipt of RFP #2021-06 responses	May 20 <sup>th</sup> , 2021
Vendor Demonstrations	Week of May 31, 2021
Best and Final Offer due if implemented	June 11 <sup>th</sup> , 2021
Board Approval	June 24 <sup>th</sup> , 2021
Vendor Award Notification	June 25 <sup>th</sup> , 2021
Project Implementation Date	Mid August/September

**\*Please submit any questions you have regarding this RFP through the hyperlink above – only one question per form.**

**Please note that dates are subject to change. Vendors will be notified via email of any changes in the timeframe.**

## **General Information regarding Submissions**

### **General**

Addenda issued during the time of bidding shall become a part of the RFP documents. Respondents shall acknowledge receipt of such addendum in the appropriate space provided on the Proposal Submission Form. Failure to examine any and all documents will in no way relieve the successful Respondent from the necessity of performing any work that may be required to complete the work in accordance with this RFP.

The College shall not incur any liability for any costs incurred by the Respondent in submitting a proposal in response to this RFP.

Southwest Tech is an Equal Opportunity Employer and Educator operating under an Affirmative Action Plan.

### **Errors and Omissions in Proposal**

Failure by the College to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract(s) awarded pursuant to the RFP.

### **Amendment of Proposals**

Proposals may be amended by the College in response to a need for further clarification, specifications, and/or requirement changes, new opening date, etc. Copies of the amendment(s) will be sent to prospective Proposers and must be signed and returned by the Proposer as specified in the amendment. Proposals may only be amended, after receipt by the College, by submitting a later-dated proposal that specifically states that it is amending an earlier proposal. No proposal shall be amended after the opening date unless requested by the College.

### **Acceptance/Rejection**

The College reserve the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to best serve the interests and needs of the College. Proposals may be held by the College for a period not to exceed one hundred twenty (120) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the contractors, prior to the awarding of the contract.

### **Deviations from Proposal Specifications**

Any deviations from proposal item specifications must be clearly documented on an attachment sheet to this proposal form and indicated as "Exceptions to Specifications". The College reserves the right to determine if any noted deviations or qualifying statements indicated in a proposal are in the best interest of the College, and reserves the option to reject any proposal(s), all proposals, or a portion of a proposal(s), on that basis. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the solicitation as proposed by the College.

### **Withdrawals**

Proposals may be withdrawn by written request received from Proposer or an authorized representative thereof prior to the time fixed for opening of proposals, without prejudice to the right of the Proposer to file a new proposal. Withdrawn proposals will be returned unopened. Negligence on the part of the Proposer in preparing their proposal confers no right for withdrawal of the proposal after it has been opened.

**NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF ONE HUNDRED TWENTY (120) DAYS AFTER THE DATE SET FOR THE OPENING THEREOF. PROPOSED FEES MUST BE VALID FOR THIS ONE HUNDRED TWENTY (120) DAY PERIOD.**

**Lack of Competition**

The College reserve the right to reject all proposals received and resubmit the RFP if it feels an adequate level of competition was not obtained, or if specifications/terms did not allow for a sufficient level of competing proposals to be received, or if desired specifications, features, or standards were not, in the opinion of the College, acceptable.

# Evaluation and Selection Criteria

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## **Selection committee**

The College Selection Committee will review the all of the proposals submitted by the deadline of May 20, 2021 at 1:30 p.m. CST. A vendor recommendation will be submitted to the Board and approved on June 24, 2021. Vendors will be notified of award on June 25, 2021. The College Selection Committee will include, but not be limited to, representation from Academic Services, Innovative and Alternative Learning, Human Resources, Disability Services, and Executive Team.

## **Complete response**

A complete response to all required items must be submitted by the scheduled due date and time.

## **Selection criteria**

In addition to meeting the requirements specified in this RFP, the Proposers with the highest combination of points as calculated from the selection criteria worksheet will be invited to attend an interview with the Selection Committee. The award will be based on a combination of the written proposal and the in-person interview and presentation.

## **Evaluation Criteria and Scoring**

The College Selection Committee will evaluate and rank the written RFP responses that best meet Southwest Tech's needs based on the following criteria and weighting. The vendors will be evaluated individually by each member of the College Selection Committee using the criteria below. Each team members' scores will be tallied into the final score to determine the short list vendor of vendors.

1. 40% - Customizable suite of hybrid training materials for universal design addressing specified topics
2. 30% - Corporate Overview/Demonstration
3. 20% - References
4. 10% - Pricing

# Terms and Conditions

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## Reservations of Rights by the College

The issuance of this RFP does not constitute an agreement by the College that any contract will actually be entered into by the College. The College expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a request for proposal;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

## Contract Terms

The term of this contract may be awarded for a period of no longer than five years with districts having an option of additional consecutive one-year extensions up to a maximum total contract length (including extensions) of seven years.

This RFP and the Proposer's response will become part of the contract with the College. The Supplier's pricing proposal form shall include all associated costs. The College reserves the right to add or delete items in this RFP based upon need at the time of purchase. The successful Supplier will be required to assume responsibility and liability for all services and actions provided by Supplier employees. The successful Supplier shall be the sole point of contact with regard to all contractual matters. Third parties or intermediaries are not acceptable. The contract survives acquisition by a Third Party.

## Uniform Commercial Code

Contract terms will be the provisions of the Uniform Commercial Code (UCC) for the State of Wisconsin, and the College are entitled to all rights and remedies of contract as afforded under the provisions the UCC for the State of Wisconsin, not barring any and all state and federal contract provisions that would also apply and pertain to the College contract of this dollar magnitude and nature.

## Binding Offer

Proposals shall be signed and dated by an engagement partner authorized to bind the Proposer in legal matters. A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition is indicated on the "Proposal Submission Form" by the signature of the Proposer or an officer of the Proposer legally authorized to execute contractual obligations. By submitting a proposal, the Proposer affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

## Request for Financial Statements

The College may request financial statements containing three (3) years of P&L, Balance Sheet, and other financial documents for purposes of evaluating the financial ability of Proposer to provide the scope of service and support required by this RFP. Copies of supplier's Certified

Auditor Statements may be requested. In the event such financial information is required for the evaluation of proposals, such will be requested in writing to the supplier by the College.

### **Right of Waiver**

The College reserves the right to reject any or all proposals, to waive irregularities, whether minor or major, and to accept the proposal that is judged to be in the College's best interest based on the College's sole determination of the proposals received. All rights are reserved.

### **Qualifications of Respondents**

The College reserves the right to reject the RFP process if the evidence submitted by, or investigation of, the Respondent fails to satisfy the College that the Respondent is responsible and qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Before the award of a Contract can be approved, the College shall be satisfied that the Respondent involved meets the following requirements.

1. Has completed one or more projects of at least 50% of the size or value of the description of services being proposed herein and that the type of services completed is similar to that being proposed.
2. Has the financial and organizational capacity and technical competence necessary to provide services properly and expeditiously.
3. Is licensed to do business in the State of Wisconsin.
4. Is **not** presently on an ineligible list maintained by the Department of Administration, or by any other State or the Federal Government, for noncompliance with Equal Employment Opportunities and Affirmative Action requirements.
5. Is not presently on a debarment list maintained by the Department of Workforce Development for noncompliance with wage rate requirements.

### **Best and Final Offer**

The Best and Final Offer (BAFO) presents an optional step in the Request for Proposal (RFP) selection process and is not part of the contract negotiation process.

1. The BAFO process may be used when
  - a. No single response addresses all the specifications.
  - b. The cost submitted by all proposers is too high.
  - c. The scores of two or more proposers are very close after the evaluation process.
  - d. All proposers submitted responses that are unclear or deficient in one or more areas.
2. Procedures for the use of the BAFO process shall be detailed in the Administrative Regulations and shall be compliant with Wisconsin Technical College System (WTCS) regulations.

### **Content of Proposal**

All attachments, additional pages, addenda, or explanations supplied by the Proposer with this proposal shall be considered as part of the proposal response.

### **Disclosure of Contract Failures, Litigations**

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last three (3) years which involves your firm and all subcontractors involved in the project. List any contracts in which your firm and any subcontractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.

## **Debarment & Suspension Certification**

The Respondent certifies by signing the *Proposal Submission Form* that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or Respondent.

## **Cancellation Clause**

The College may, without cause, terminate the Contract by giving thirty days written notice of such termination to the awarded Respondent. In the event of such termination, the College shall reimburse the services performed and reasonable expenses actually incurred by the Respondent in relation to the work prior to the Respondent's receipt of such notice of termination. The awarded Respondent shall provide the College at least thirty days prior written notice of termination.

## **Compliance with Laws**

In connection with the furnishing of supplies or performance of work under the contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

## **Subcontracting**

All contractors submitting proposals shall **not** have the right or power to assign, subcontract, or transfer interest in the contract incorporating these specifications for performance of the terms and conditions hereof without the written consent of the College, which shall not be unreasonably withheld.

## **Non-discrimination**

In connection with the performance of work under this RFP, the Proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry.

## **Independent Contractor Status**

Proposer agrees that it is an independent contractor with respect to the services provided pursuant to this proposal. Nothing in this proposal will be construed to create the relationship of employer and employee between the parties.

## **Force Majeure**

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

## **Delays in Proposer's Performance**

If at any time during the performance of the Contract, except in the case of "force majeure", the Proposer should encounter conditions impeding timely delivery and performance of the Services, the Proposer shall promptly notify the College of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Proposer's notice, the College shall evaluate the situation and may at its discretion extend the Proposer's time for performance, with or without liquidated damages, or make alternative arrangements with other providers in which Proposer is responsible for actual costs incurred.

## **Cost of Proposal Preparation**

The College are not liable for any costs incurred in replying to this proposal. Any costs incurred in preparing or submitting proposals are the Proposers sole responsibility. Proposers will not be reimbursed for these costs.

## **Applicable Law**

The resulting contract shall be governed under the laws of the State of Wisconsin. The Vendor shall at all times comply with and observe all Federal and State laws, Local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

## **Liability**

All proposals become the property of the College and are considered public records (not confidential) per Wisconsin Open Records law.

## **Public Inspection of Proposals**

To maintain the integrity of the competitive proposal process, proposals received from Vendors will **not** be made available to other competing Vendors or to individuals or firms outside of the College proposal evaluation team until an award decision has been made or when practicable prior to the actual award.

## **Other Considerations**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The College reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the Respondent as deemed appropriate.

## **Covenant against Gratuities**

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Proposer or any agent, director, or representative of the Proposer, to any officer, official, agent, or employee of the College with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation, the College will have the right to terminate any resulting contract in whole or in part. The right and remedies provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.



## **Non-Appropriation**

If funds are at any time not forthcoming or are insufficient to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically. The College have the right to terminate this Contract at no additional cost and with no penalty whatsoever. The Contractor may not recover anticipatory profits or costs incurred after termination.

## **Wisconsin Open Records Law**

Respondents to this RFP are advised that all documents received by the College in connection with this RFP, including submissions, contracts, if any, and all other submitted attachments, will become the exclusive property of the College.

Furthermore, to the extent permitted by law, it is the intention of the College to withhold the contents of the solicitations, contracts, if any, and any other submitted documents, from public view until such times as the competitive or bargaining reasons no longer require non-disclosure in the opinion of the College. At that time, all submissions, and any resulting contracts thereof, and all other submitted documents in connection to this RFP, will be available for review in accordance with Wisconsin Open Records Law.

Pursuant to Wisconsin State Statutes Section 19.36(5), protection from disclosure may apply to those pages in each submittal, as defined in Wisconsin Statutes Section 134.90(1) (c), and which are marked as TRADE SECRET, CONFIDENTIAL, or PROPRIETARY by the RFP Respondent or other submitting party. The Respondent shall mark each page separately; and any non-confidential data shall begin on the subsequent page. Marking all or nearly all, of the submission as TRADE SECRET, CONFIDENTIAL, OR PROPRIETARY may result in the rejection of the submission. In this regard, the College may reject any submission it cannot fairly evaluate without the information marked proprietary.

The College will not advise as the nature of the content of the documents marked as entitled to this protection of non-disclosure, or as to the definition of trade secret, confidential, or proprietary information. The Respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY as it determines to be appropriate.

The College will endeavor to advise the RFP Respondent of any requests for the disclosure of the material so marked with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY, and give the Respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the Proposer submitted the requested materials, the Proposer Respondent shall be solely responsible for notifying the submitting party of the requests. The College sole responsibility is to notify the Proposer of the request for disclosure, and the College shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of the court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the College or its officers, employees, consultants, or subcontractors.

# Contractual Terms and Conditions

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1. **Contractual Relationship** - The proposer agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between parties.
2. **Auditor Access** - All parties contracting with the College shall, upon request, provide access to and furnish the College auditors with requested information, records and reports, regarding any services provided to the College and the status thereof.
3. **Acceptance of Terms and Conditions** - Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP. Any Agreement or Contract resulting from the acceptance of a proposal shall incorporate the needs expressed in this proposal and be on forms either supplied by or approved by the College. The College reserve the right to reject or modify any Agreement that does not conform to the RFP and or any of the requirements for Agreements and Contracts. Any changes in an RFP response will be considered a counteroffer and may be cause for rejection of the entire RFP response.
4. **Right to Negotiate Contract Terms** - The College reserves the right to negotiate the terms of the contract(s), with the selected Proposer(s) prior to entering into a contract(s). If contract negotiations cannot be concluded within thirty (30) calendar days successfully with the highest scoring Proposer, the College may negotiate a contract with the next highest scoring Proposer.
5. **Rights, Copyrights, Ownership** - All conceptual work and images created for this project by the selected vendor shall belong exclusively to Southwest Wisconsin Technical College.
6. **Contract Documents** - Proposer shall include in their submission all binding contract documents you expect the College to consider being included as part of the final contract.
7. **Cancellation Clause** - The College may, without cause, terminate the contract(s) or a project under the contract(s) by giving written notice of such termination to the awarded firm. In the event of such termination the College shall reimburse the firm for services performed and reasonable expenses actually incurred by the firm in relation to the terminated project prior to the firm's receipt of such notice of termination.
8. **Taxes** - The College is a governmental entity exempt from sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a).
9. **Confidentiality** - No reports, information, or data given to or prepared by the proposer under the Contract shall be made available to any individual or organization by the proposer without the prior written approval of the College. All data, drafts, analyses, and related documentation accumulated during the course of the service provided shall become the property of the College unless otherwise stated in writing between the parties.
10. **Insurance** - An insurance certificate, which meets the College requirements, shall be provided to the College at the time the selected proposer enters into contract with the College. The College shall be named as additional insured with respect to general liability coverage. Should any insurance policy be canceled before the expiration date of the contract, the issuing company must provide ten days written notice to the College. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make the contract voidable at the College's discretion. The following minimum insurance coverages need to be in effect:

11. **General and professional liability** - General liability as well as liability coverage for damages arising out of negligent acts, errors, or omissions of the proposer in the conduct of their performance. Limit of liability not less than \$1,000,000 each occurrence/claim and \$3,000,000 aggregate.
12. **Indemnification and Defense of Suits** - The successful proposer agrees to indemnify, hold harmless, and defend the College, its officers, agents, and employees from any and all liability, including claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents, or subcontractors.
13. **Payment Terms** – not applicable.
14. **Other Provisions and Publicity Releases** – Proposer agrees **not** to refer to award of this contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the College. The following documents make up the body of documents forming the contract agreement between the College and the vendor:
  - Contract signed by all parties,
  - Proposer’s response and,
  - Copy of Southwest Tech’s RFP #2021-06 as a “reference document” concerning purpose and intent for contract.

# Project Specifications

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## Qualifying Conditions

None

## Restriction of Use of Confidential Information

For purposes of this RFP, "Confidential Information" is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, including, but not limited to, information subject to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act ("GLBA"), or State of Wisconsin confidentiality, privacy and student records laws. This information includes, but is not limited to, Social Security Numbers, student education records, financial records regarding students (or their parents or sponsors), financial and personal information regarding College employees, and other personally identifiable information identified by law.

The Proposer agrees to hold any and all Confidential Information obtained from the College, its students, faculty, staff, or other agents in the performance of this Agreement in strictest confidence, and shall not use or disclose such Confidential Information except as permitted or required by this Agreement or by law or as otherwise agreed to in writing by the College.

The Proposer warrants and represents that it shall, at all times, comply with FERPA, GLBA and other applicable federal and state statutes. The contractor also warrants that, in the event of a security breach (within its control), the Proposer shall bear all responsibility and expense for complying with the disclosure and notification requirements of the statute.

The Proposer agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.

The Proposer agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within thirty (30) days to return to the College or if return is not feasible, destroy and not retain any copies (and furnish the College with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

The obligations of this Agreement shall not apply to any information which is/was: (a) already in the public domain through no breach of this Agreement, including but not limited to information available through College's web site(s); (b) lawfully in the Proposer's possession prior to receipt from the College, its faculty, staff or students; or (c) received by the Proposer autonomously from a person or entity free to lawfully disclose such information other than the College, its faculty, staff, or students.

Additional, the Independent Proposer shall obtain at its own expense and evidence via Certificate(s) of Insurance the following insurance requirements before commencement of any awarded work and throughout the duration of the Agreement:

- A) Errors and Omissions (E&O), Technology E&O / Technology Products E&O: minimum of \$5 million limit and in the annual aggregate, inclusive of defense costs.
- B) Network Security / Privacy Liability; including
- (1) computer or network systems attacks
  - (2) denial or loss of service
  - (3) introduction, implantation, or spread of malicious software code
  - (4) unauthorized Access and Use of computer systems
  - (5) privacy label
  - (6) breach response coverage
    - Liability coverages should have a minimum of \$5 million limit and in the annual aggregate
    - Breach response sub-limits of at least 50% of the liability limit
- C) Crime insurance: Vendor, at its sole cost and expense, shall obtain and maintain in full force and effect, Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1 million. The insurance shall name Southwest Tech as a loss payee.

If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement. "INSURED" and subsidiaries must be named as an additional insured under E&O, Technology E&O / Technology products E&O and Network Security / Privacy Liability coverage sections. Further, an appropriate endorsement deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED" and subsidiaries for a wrongful act of Vendor. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

## **Bid Distribution Networks**

DemandStar.com is the automatic Supplier registration, procurement notice and document distribution system used by the Wisconsin Technical Colleges Purchasing Consortium and its member colleges. Proposers interested in receiving bid and proposal information must register online at <http://www.demandstar.com/app/wapp/registration> to access all bidding opportunities. Registration is free. It is the responsibility of the Proposer to regularly monitor this website. A Proposer's failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

Southwest Tech posts all bid announcements, addenda notices, and Bid/RFP documents on our website: <https://www.swtc.edu/about/current-bids-rfps>.

## **Proposer's Responsibility**

Proposers shall examine this RFP and contract documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of the contract.

## **Exceptions**

Proposer acknowledges that exceptions to any portion of this Solicitation may jeopardize acceptance of the Proposal. The proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the proposer of the Solicitation as proposed by the College reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

## **Budget**

The College reserves the right to negotiate an award amount with selected Applicant(s). The College does not guarantee a specific compensation to the Awarded Applicant(s) throughout the term of the project period. No minimum compensation to the Applicant(s) is guaranteed.

# Format & Content of Proposal

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In order for the College to adequately compare and evaluate proposals objectively, all proposals **MUST** be submitted in the following format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

## Response Format

The following outline is required when responding to this RFP.

1. Detailed menu and product examples of online customizable professional development materials offered including topics and learning objectives and delivery methods.
2. Proposal Submission Form (Table A)
3. Formal Vendor Quotation that represents prices from the Proposal Form
4. Proposal Information Form
5. Corporate Overview
6. References
7. Non-Disclosure Agreement
8. Non-Collusion Affidavit
9. Non-Discrimination Affidavit
10. Cooperative Purchasing Agreement Form
11. Provide a current version of contract that will function as the legal document between Southwest Tech and the Vendor.
12. Appendices containing any additional/supporting information

**Proposals and all associated documentation shall be submitted using Electronic Bidding (e-bidding) in DemandStar.**





# PROPOSAL INFORMATION FORM

**1. General**

All information requested by the College relating to the Request for Proposal is attached to and being submitted with this PROPOSAL INFORMATION FORM.

**2. Addendum(s)**

List Addendum Numbers you have received (if applicable) \_\_\_\_\_

**3. Proposal Submittal Requirements**

Proposers must respond to all items specified in RFP including submission of required forms.

**4. Signatures**

The submission of a proposal shall be considered as a representation that the Respondent has carefully investigated all conditions, has full knowledge of the scope and nature of work required, and is familiar with all applicable state, federal, and local regulations that affect, or may at some future date affect the performance of the contract. If your Company's proposal is accepted and a Contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Company's technical and price quotes, and any other written offer/clarifications made by your Company and if accepted by Southwest Tech, will be incorporated into the entire Contract between Southwest Tech and your Company, and it shall contain the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto. The proper submission of this for by the Respondent will be considered as the Respondent's offer to enter into a contract in accordance with the provisions herein setforth.

Having carefully examined the specifications and requirements, it is stated that the undersigned has full authority to make and execute an agreement with The District Board of Trustees of Southwest Wisconsin Technical College.

Company \_\_\_\_\_

Address \_\_\_\_\_  
Street City State and Zip Code

( ) ( )  
Telephone (include area code) Fax (include area code)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

## **Corporate Overview**

1. Provide a brief (1-2 paragraphs) background of your organization, including the year it was founded.
2. Provide a brief (1-2 paragraphs) background of the services provided and how long such services have been provided.
3. Identify the key contact personnel and their qualifications that would be working on this project.
4. List any services/resources required by the College that are not included in the proposal. For example: IT services.
5. Provide detailed information of relevant experience providing training for technical colleges/case studies.

**REFERENCES** (Please include a minimum of 2 higher education references)

<b>Company Name</b>	<b>Contact Name</b>
<b>Company Address</b>	<b>Contact Phone Number</b>
<b>Nature of Project</b>	<b>Project Date</b>
<b>Similar Products Provided for Project</b> (Attach sheets if necessary – indicate COMPANY NAME in the heading)	

<b>Company Name</b>	<b>Contact Name</b>
<b>Company Address</b>	<b>Contact Phone Number</b>
<b>Nature of Project</b>	<b>Project Date</b>
<b>Similar Products Provided for Project</b> (Attach sheets if necessary – indicate COMPANY NAME in the heading)	

<b>Company Name</b>	<b>Contact Name</b>
<b>Company Address</b>	<b>Contact Phone Number</b>
<b>Nature of Project</b>	<b>Project Date</b>
<b>Similar Products Provided for Project</b> (Attach sheets if necessary – indicate COMPANY NAME in the heading)	

<b>Company Name</b>	<b>Contact Name</b>
<b>Company Address</b>	<b>Contact Phone Number</b>
<b>Nature of Project</b>	<b>Project Date</b>
<b>Similar Products Provided for Project</b> (Attach sheets if necessary – indicate COMPANY NAME in the heading)	

## Non-Disclosure Agreement

This non-disclosure agreement is between Southwest Wisconsin Technical College, hereafter referred to as "the College" and \_\_\_\_\_ hereafter referred to as "the Company."

- A. College wishes to disclose and Company wishes to receive certain information from College, represented by College to be confidential and proprietary information (hereinafter collectively, "Confidential Information") pertaining to \_\_\_\_\_. Confidential Information includes all information, technical data, or know-how, including, but not limited to, that which relates to the College's research, products, hardware, software, designs, inventions, ideas, processes, drawings, business plans, product implementations, financial information, marketing techniques, business operation and systems, processes disclosed by the College to the Company in writing, orally, by inspection, in machine readable form or otherwise, pertaining to the above.
- B. Company wishes to receive and College wishes to disclose the Information for the sole purpose of \_\_\_\_\_.

### AGREEMENTS

Therefore, Company and College agree, as follows:

- 1) That the disclosure of Information by College is in confidence and thus Company agrees to:
  - a) (i) Not disclose the Information to any other person and (ii) use at least the same degree of care to maintain the Information confidential as Company uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;
  - b) Use the Information only for the above purpose;
  - c) Restrict disclosure of the Information solely to those employees of Company having a need to know such Information in order to accomplish the purpose stated above;
  - d) Advise each such employee, before he or she receives access to the Information, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations.
  - e) Within fifteen (15) days following request of College return to the College all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to College, in writing, the destruction of such materials.
- 2) This Agreement imposes no obligation on Company with respect to any portion of the Information received from College which (i) was known to Company prior to disclosure by College, (ii) is lawfully obtained by Company from a third party under no obligation of confidentiality, (iii) is or becomes generally known or publicly available other than by unauthorized disclosure, (iv) is independently developed by Company or (v) is disclosed by College to a third party without a duty of confidentiality on the third party.

- 3) Confidential Information includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. Company hereby acknowledges receipt of the items listed in Schedule A., if any.
- 4) The Information shall remain the sole property of College.
- 5) In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
- 6) THE COLLEGE PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS. The Company hereby agrees to indemnify the College against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the College as a result of a breach of this Agreement.
- 7) Company agrees it will not export, directly or indirectly, any technical data acquired from College or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
- 8) The validity, construction, and performance of this Agreement are governed by the Laws of the State of Wisconsin, and suit may be brought in Wisconsin to enforce the terms of this Agreement.
- 9) The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
- 10) Return of Documents.
  - a) The Company shall return to the College any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of the College or upon termination of this Agreement. The returning of materials shall not relieve the Company from compliance with other terms and conditions of this Agreement.
  - b) The Company shall make no copies of any of the College's Confidential Information without the prior written consent of the College and shall return to the College, upon request or upon termination of the relationship between the parties, all copies made thereof.
- 11) No Additional Agreements
  - a) Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of the either party to perform any work, enter into any license, business engagement or other agreement with the other party. The parties hereby acknowledge that they are not agents of each other. Nothing in this Agreement shall prohibit a party from providing its own Confidential Information to third parties and entering into agreements with third parties.
  - b) Each party reserve the right, in its sole discretion, to reject any and all proposals made by the other party with regard to a transaction between the parties and to terminate discussions and

negotiations at any time. Additional agreements of the parties, if any, shall be in a signed writing.

- 12) Irreparable Harm. The Company understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the College irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the College shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the College shall deem appropriate. Such right of the College is to be in addition to the remedies otherwise available to the College at law or in equity. The Company expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the College.
  - 13) Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.
  - 14) Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement shall not limit any rights that either party may have under trade secret, copyright, patent or other laws that may be available. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by authorized representatives of both parties.
14. Miscellaneous.
- a) None of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of the College without a written instrument signed by the College. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition;
  - b) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.
  - c) The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

This Agreement is binding upon Company and College and upon the directors, officers, employees and agents of each. The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Company's obligations of confidentiality and restrictions on use of the Information disclosed by the College shall survive termination of this Agreement.

**Southwest Wisconsin Technical College (College)**

By:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ **(Company)**

By:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

# Non-Collusion Affidavit

\_\_\_\_\_ | deposes  
(Name and Title)

that \_\_\_\_\_ |  
(Name of Company or Other Form of Business)

has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in connection with this proposal leading to the foregoing contract or in connection with the contract.

That the proposal leading to this contract has been independently arrived at without collusion with any other competitor or potential competitor.

That the proposal leading to this contract has not been knowingly disclosed prior to the opening of this proposal to any other competitor.

That no attempt has been made to induce any other person or Proposer to submit or not to submit a proposal which may have led to this contract.

That the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_



# Non-Discrimination Affidavit

\_\_\_\_\_ )  
deposes  
(Name and Title)

that \_\_\_\_\_ )  
(Name of Company or Other Form of Business)

advertises for prospective employees in compliance with federal and Wisconsin civil rights and equal opportunity employment laws (42 USC 2000 et seq and Subchapter II of Chapter 111, Wisconsin Statutes); posts notices to advertise its status as an equal opportunity employer; advises employees of the right to contact EEOC or OFCCP with discrimination complaints; and ensures that its employees are free from employment discrimination based on age, race, creed, color, disability, marital status, sex, conviction record, membership in the national guard or state defense force (or any other reserve component of the military forces of the United States or this state); or use or nonuse of lawful products off the employer's premises during non-work hours.

That the above-mentioned company complies with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR).

That the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

# Cooperative Purchasing Form

IRS Form W9



Fillable Version

## COOPERATIVE PURCHASING - Optional

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. **Participating in the service gives vendors opportunities for additional sales without additional bidding. Please be aware that your participation is voluntary.** Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Interested municipalities will contact the contractor directly to place orders and are responsible for receipt, acceptance and inspection of goods directly from the contractor, and making payment directly to the contractor. LTC in serving as the lead agency initiating this cooperative purchasing program on behalf of other Municipalities, is not party to any disputes arising from purchases made by other municipalities, and is not liable for delivery or payment purchases made by other municipalities.

*I Agree* to make the products or services of this bid/proposal, as priced, for the period from \_\_\_\_\_ to \_\_\_\_\_ available to:

Wisconsin Municipalities (check all that apply):

- Wisconsin Technical Colleges
- University of Wisconsin System
- Wisconsin K – 12 Schools
- Wisconsin Municipalities (Non Educational) – please specify \_\_\_\_\_
- Within a certain region/section of the state – please specify \_\_\_\_\_

Indicate here if you would be willing to offer a discount to other public agencies that would “piggyback” and purchase additional items from your firm if a contract is awarded by LTC to your firm (ie: other public agencies “piggybacking” a competitively awarded contract rather than needing to issue their own RFP):

- \_\_\_ % Discount if a second item/system is purchased or a second public agency purchases from the awarded contract.
- \_\_\_ % Discount if a third item/system is purchased or a third public agency purchases from the awarded contract.
- \_\_\_ % Discount if a fourth item/system is purchased or a fourth public agency purchases from the awarded contract.

By what date would other public agencies need to make a purchase from your firm before the price break policy expires:

\_\_\_\_\_

Note in your proposal any special conditions or provisions.

*I Do Not Agree* to make the products/services of this bid/proposal available to Wisconsin Municipalities

Signature		Date (mm/dd/yyyy)	
Name (Type or Print)		Title	
		Email:	
Company		Tel: (    )	
		Fax: (    )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	